

1 BILL NO. S-83-06- 35

2 SPECIAL ORDINANCE NO. S- 129-83

3 AN ORDINANCE approving The Lakes
4 of Buckingham North & South Agreement
5 for Sewer Extension between the City
6 and Buckingham Development Corp., in
7 connection with the Board of Public
8 Works.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That The Lakes of Buckingham North & South
12 Agreement for Sewer Extension dated May 25, 1983 between the City
13 of Fort Wayne and Buckingham Development Corp., by and through its
14 Mayor and the Board of Public Works, respectfully for:

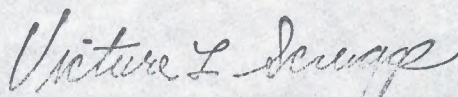
15 Sewer Extension between the City & Bucking-
16 ham Development Corp., a local sanitary sewer
17 described as follows: Description of Sani-
18 tary Sewer Mains within the Lakes of Buck-
19 ingham north. Main #3 - An 8" line com-
20 encing at Manhole #6 at Station 8 plus 90,
21 said manhole being located 10 foot East of
22 Buckhurst Run and 10 ft. S. of Bayside Drive,
23 thence easterly within an easement along the
24 South line of Bayside Drive a distance of
25 165 feet to Manhole #7, Station 10 plus 55:
26 thence easterly within the right-a-way of
27 Bayside Drive a distance of 215 feet to a
28 clean out located at Station 12 plus 70.
29 This ends description of San. Sewer Main #3.
30 Sanitary Sewer Lateral #5. Description of
31 San. Sewers within the Lakes of Buckingham
32 South Main #2. An 8" line commencing at
Manhole #2 at Station 2 plus 90, said man-
hole being located 30 foot East of the East
right-a-way line of Buckhurst Run and 80
feet Northeast of the Southwest line of the
Lakes of Buckingham South, thence south-
easterly within the right-a-way of Kingston
Point a distance of 395 feet to Manhole #4
at Station 3 plus 95; thence southeasterly
within an easement and within the right-a-way
line of Kingston Point a distance of 330 feet
to Manhole #5 at Station 7 plus 25; thence
easterly within the right-a-way of Kingston
Point a distance of 125 feet to a clean out
located at Station 8 plus 50, said clean out
being located along the East line of the first
phase of the Village of Buckingham South. De-
scription of San. Sewer Lateral 4. - An 8" line
commencing at the above referenced Manhole #4
in San. Sewer #2, thence easterly along the North
right-a-way line of St. Thomas Point a distance
of 125 feet to a clean out, said clean out

1 Page Two

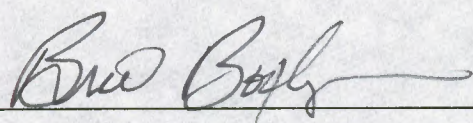
2
3 being located at the North right-a-way
4 line of St. Thomas Point and 75 foot East
5 of the East right-a-way line of St. Thomas
Point and 75 foot East of the East right-a-
way line of Kingston Point;

6 no cost to the City is involved; all as more particularly set
7 forth in said Agreement, which is on file with the Office of the
8 Board of Public Works and is by reference incorporated herein,
9 made a part hereof, and is hereby in all things ratified, con-
10 firmed, and approved. Two (2) copies of said Agreement are on
11 file with the Office of the City Clerk and made available for
12 public inspection, according to law.

13 SECTION 2. That this Ordinance shall be in full force
14 and effect from and after its passage and any and all necessary
15 approval by the Mayor.

16
17 
18 _____
Councilmember

19 APPROVED AS TO FORM
20 AND LEGALITY

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23 Bruce O. Boxberger, City Attorney
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Read the first time in full and on motion by Scruggs, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock P.M., E.S.T.

DATE: 6-28-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 7-12-83

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE

(RESOLUTION) NO. 1-129-83

on the 12th day of July, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy

CITY CLERK

Ray A. Ebert

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of July, 1983, at the hour of 10:00 o'clock P.M., E.S.T.

Sandra E. Kennedy

CITY CLERK

Approved and signed by me this 14th day of July, 1983, at the hour of 1 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

73-47-3
5/25/83

THIS AGREEMENT, made in triplicate this 25th day of May, 1983, by and between Buckingham Development Corp., an Indiana Corporation, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY", WITNESSETH:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows:

Description of Sanitary Sewer Mains within The Lakes of Buckingham North

Description of Sanitary Sewer Main #3

An 8 inch line commencing at Manhole #6 at Station 8 plus 90, said manhole being located 10 foot East of Buckhurst Run and 10 foot South of Bayside Drive, thence easterly within an easement along the South line of Bayside Drive a distance of 165 feet to Manhole #7, Station 10 plus 55; thence easterly within the right-a-way of Bayside Drive a distance of 215 feet to a clean out located at Station 12 plus 70. This ends description of Sanitary Sewer Main #3.

Sanitary Sewer Lateral No. 5

An 8 inch line commencing at the above referenced Manhole #7, thence North within an easement along the East right-a-way line of Seafair Cove a distance of 400 feet to Manhole #8 at Station 4 plus 00, said manhole being located 5 foot North of the South right-a-way line of the Seafair Cove cul-de-sac; thence northerly a distance of 110 feet to a clean out at Station 5 plus 10. This ends description of Sanitary Sewer Lateral #5.

Description of Sanitary Sewers Within The Lakes of Buckingham South

Description of Sanitary Sewer Main #2.

An 8 inch line commencing at Manhole #2 at Station 2 plus 90, said manhole being located 30 foot East of the East right-a-way line of Buckhurst Run and 80 feet Northeast of the Southwest line of The Lakes of Buckingham South, thence southeasterly within the right-a-way of Kingston Point a distance of 395 feet to Manhole #4 at Station 3 plus 95; thence southeasterly within an easement and within the right-a-way line of Kingston Point a distance of 330 feet to Manhole #5 at Station 7 plus 25; thence easterly within the right-a-way of Kingston Point a distance of 125 feet to a clean out located at Station 8 plus 50, said clean out being located along the East line of the first phase of the Village of Buckingham South. This ends the description of Sanitary Sewer Main #2.

Description of Sanitary Sewer Lateral #4.

An 8 inch line commencing at the above referenced Manhole #4 in Sanitary Sewer #2, thence easterly along the North right-a-way line of St. Thomas Point a distance of 125 feet to a clean out, said clean out being located at the North right-a-way line of St. Thomas Point and 75 foot East of the East right-a-way line of Kingston Point. This ends description of Sanitary Sewer Lateral #4.

in accordance with plans, specifications and profiles heretofore submitted to and approved by "CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as The Lakes of Buckingham North and South as drawn by Turnbull Engineering

Company under their Commission Number E83-1403 dated April 15, 1983 which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the "OWNER" has an interest, but also an adjoining land areas and;

WHEREAS, the cost of construction of said sewer is represented to be \$42,345.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by "CITY" under private contract to be let within sixty (60) days after requisite "CITY" approval. All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY". Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by "CITY", and all further maintenance thereafter shall be borne by "CITY."

2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described real estate: 40.1 acres of land located within the west 1/2 of the Northeast quarter of Section 33, St. Joseph Township, Allen County, Indiana. See Exhibit A.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

4. AREA CONNECTION CHARGE (Oversizing, etc. cost of existing sewage works). The area connection charges established by the City under the North Maumee Service Area Resolution No. 73-22-2 as recorded in Allen County Records Office under 83-008777, are hereby made applicable for the net "Area of the Developer" as shown on Exhibit "A."

The area connection charges are figured as follows: The total area of the developer is 40.10 acres. The assessment is figured by subtracting from the total area of the developer that land to be used as lakes, parks, and street areas, said acreage being 14.75 acres. That land to be used for residential purposes shall be subject to an assessment of \$700.00 per acre. Said assessment being 25.35 acres times \$700.00 equals \$17,745.00 payable in three installments of \$6,140.00, \$6,477.00, and \$5,128.00.

5. BOND

This contract is subject to "OWNER" and/or his contractor for furnishing a satisfactory Maintenance Bond for 25 percent of the value of the sewer, which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY."

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only; and, neither the parties hereto, their successors or assigns, or any future owner of any land serviced by said sewer shall, at any time, discharge or permit to be discharged or to flow into said sanitary sewer any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER," for himself, his successors in title, and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce "CITY" to execute and ratify this contract, said "OWNER" for himself, his successors, and assigns, agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instrument of conveyance made by "OWNER," its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which

provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER," his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute any acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395).

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

SEAL

Joseph L. Zehr, President

Jeffrey A. Gilmore, Secretary

"CITY"
MAYOR

BY: Win Moses, Jr.

BOARD OF PUBLIC WORKS

BY: Stephen A. Bailey, Chairman

BY: Roberta Anderson-Staten
Roberta Anderson-Staten, Member

BY: Betty R. Collins
Betty Collins, Member

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. J. Mousaffer
ASSOC. CITY ATTORNEY

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joseph L. Zehr, President and Jeffrey A. Gilmore, Secretary, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 27th day of April, 1983.

Betty J. Mitchell
Notary Public Betty J. Mitchell
Resident of Allen County

My Commission Expires:

May 15, 1985

This instrument prepared by
Orrin Sessions, Land Planner

STATE OF INDIANA

COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Win Moses, Jr., Mayor, City of Fort Wayne, Indiana, and Stephen A. Bailey, Chairman, Board of Public Works, and Roberta Anderson Staten, and Betty R. Collins, Members, respectively, of the Board of Public Works, and acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for the uses and purposes therein contained.

WITNESS my hand and Notarial Seal this 25 day of May, 1983.

Sharon J. Helmsing
Notary Public
Resident of Allen County, Indiana

My Commission expires:

7-6-86

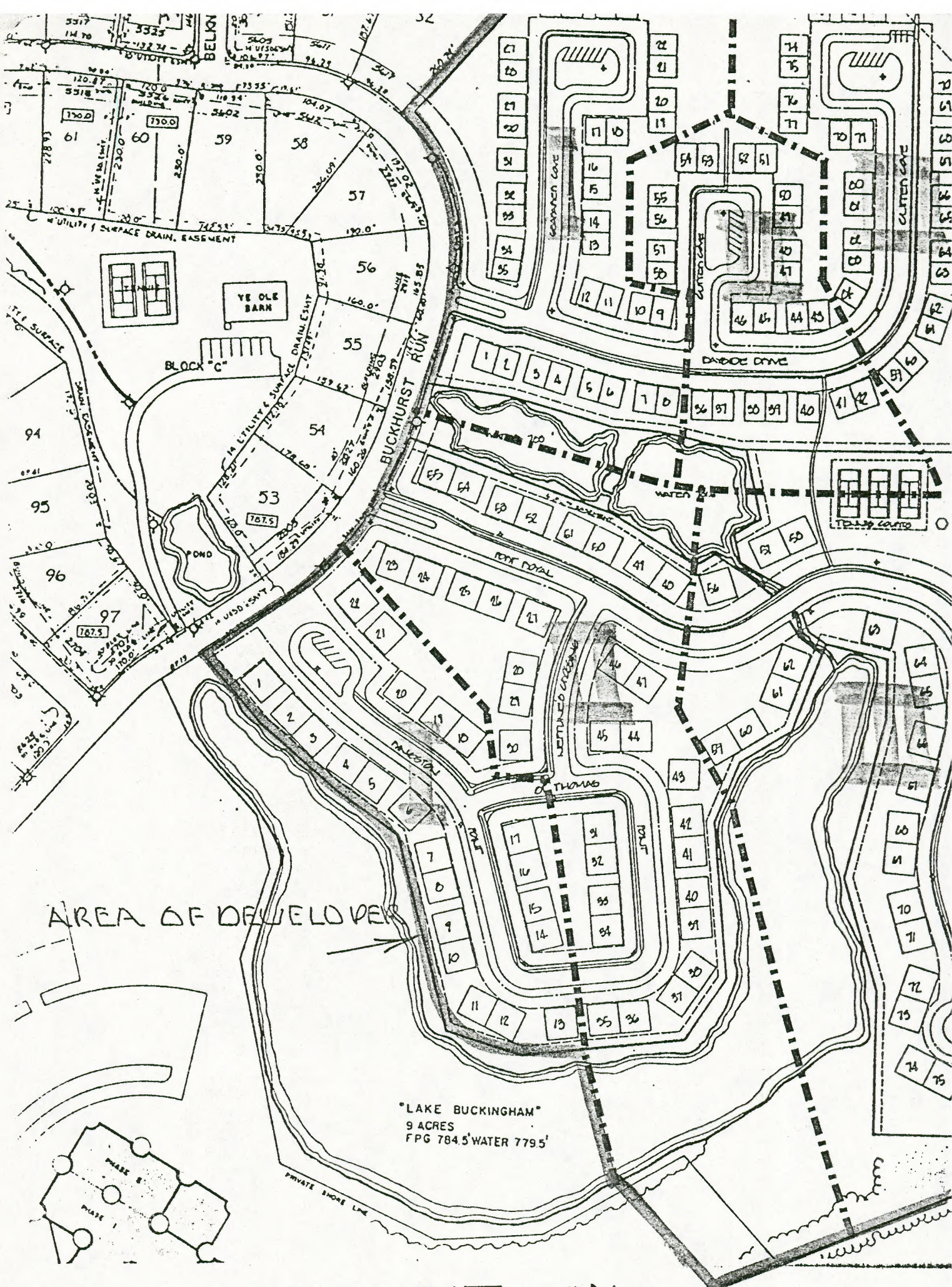


EXHIBIT "A"

TOTAL AREA

40.1 AC

RESIDENTIAL & POOL AREA

25.35 AC

PARK, LAKE & STREET AREA

14.75 AC

TOTAL ASSESSMENT 25.35 AC X 700 = \$17,745.00

PHASE I \$6,140.00 PHASE II \$6,477.00 PHASE III \$5,128.00

BILL NO. S-83-06-35

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving The Lakes of Buckingham North & South
Agreement for Sewer Extension between the City and Buckingham
Development Corp., in connection with the Board of Public
Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN

Victure Scruggs

SAMUEL J. TALARICO, VICE CHAIRMAN

Samuel J. Talarico

DONALD J. SCHMIDT

Donald J. Schmidt

MARK E. GIAQUINTA

Mark E. Giaquinta

PAUL M. BURNS

Paul M. Burns

Concurred in 7/12/83. Sandra E. Kennedy

Admn. Appr.

TITLE OF ORDINANCE The Lakes of Buckingham North & South Agreement for Sewer Extension bet. City & Buckingham Development Corp.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works D-83-06-35

SYNOPSIS OF ORDINANCE The Lakes of Buckingham North & South Agreement for

Sewer Extension between the City & Buckingham Development Corp. a local sanitary sewer described as follows: Description of Sanitary Sewer Mains within the Lakes of Buckingham North. Main #3 - An 8" line commencing at Manhole #6 at Station 8 plus 90, said manhole being located 10 foot East of Buckhurst Run and 10 ft. S. of Bayside Drive, thence easterly within an easement along the South line of Bayside Drive a distance of 165 feet to Manhole #7, Station 10 plus 55; thence easterly within the right-a-way of Bayside Drive a distance of 215 feet to a clean out located at Station 12 plus 70. This ends description of San. Sewer Main #3. Sanitary Sewer Lateral #5. Description of San. Sewers within the Lakes of Buckingham South Main #2. An 8" line commencing at Manhole #2 at Station 2 plus 90, said manhole being located 30 foot East of the East right-a-way line of Buckhurst Run and 80 feet Northeast of the Southwest line of the Lakes of Buckingham South, thence southeasterly within the right-a-way of Kingston Point a distance of 395 feet to Manhole #4 at Station 3 plus 95; thence southeasterly within an easement and within the right-a-way line of Kingston Point a distance of 330 feet to Manhole #5 at Station 7 plus 25; thence easterly within the right-a-way of Kingston Point a distance of 125 feet to a clean out located at Station 8 plus 50, said clean out being located along the East line of the first phase of the Village of Buckingham South. Description of San. Sewer Lateral 4. - An 8" line commencing at the above referenced Manhole #4 in San. Sewer #2, thence easterly along the North right a way line of St. Thomas Point a distance of 125 feet to a clean out, said clean out being located at the North right-a-way line of St. Thomas Point and 75 foot East of the East right-a-way line of Kingston Point.

EFFECT OF PASSAGE Better sanitary conditions.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) No cost to City

ASSIGNED TO COMMITTEE _____